

LENDER (called "We", "Us", "Our")

BENEFICIAL MAINE INC.
254 WESTERN AVENUE
AUGUSTA ME 04330

BORROWERS (called "You", "Your")**LOAN NO:**

EATON, RODNEY L
SS#
EATON, JEANNETTE M
SS#
1206 RICHMOND RD
LITCHFIELD ME 04350

DATE OF LOAN 10/19/2001	FIRST PAYMENT DUE DATE 11/19/2001	OTHERS SAME DAY OF EACH MONTH	FINAL PAYMENT DUE DATE 10/19/2031	CONTRACT RATE (per year) 10.858 %
AMOUNT FINANCED \$ 149,999.48		PRINCIPAL \$ 162,161.60	PROCEEDS AFTER INS. \$ 149,999.48	
		LOAN ORIGINATION FEE \$ 12,162.12	OFFICIAL FEES \$ 21.00	
LIFE INS PREMIUM \$ NONE	DISABILITY INS PREMIUM \$ NONE	LUI PREMIUM \$ NONE		
FIRST INSTALLMENT \$ 1,527.02		MONTHLY INSTALLMENT \$ 1,527.02		TERM PERIOD 360

YOU ARE GIVING US A SECURITY INTEREST IN THE REAL ESTATE LOCATED AT THE ABOVE ADDRESS.

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan as indicated by the word "YES" below, naming us as Loss Payee:

YES Title insurance on real estate security.
YES Fire and extended coverage insurance on real estate security.

You may obtain any required insurance from anyone you choose and may assign any other policy of insurance you own to cover the security for this loan.

(See "Security" paragraph above for description of security to be insured.)

NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.

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EXHIBIT**B**

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3)

PAYMENT. In return for your loan described below, you agree to pay us, the Principal and Interest computed at the Contract Rate (as stated on page one) in monthly payments. Principal is Amount Financed, plus the Loan Origination Fee. You shall pay us monthly payments, at our business address or other address given you. If more than one Borrower is named on page one, we may enforce this Contract against all, or any Borrowers, but not in a combined amount greater than the amount owed. Each payment will be first applied to Interest at the Contract Rate for the actual time outstanding, and the remainder to your unpaid Principal.

DATE ON WHICH INTEREST BEGINS. If you do not cancel this loan within three business days according to your "Notice of Right to Rescind" then the date on which Interest begins, payment dates, and effective date of optional insurance purchased on page one are postponed by the number of days from this Agreement's date to date you receive this loan.

PAY-OUTS. You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

PREPAYMENT. You may prepay any or all of your loan at any time. If you fully prepay before the final due date, the Points are fully earned when this loan is made, and you will not receive a refund of that part of the Finance Charge consisting of Points.

LATE CHARGE. If you don't pay any payment in full within 15 days after it's due, you will also pay a late charge equal to 5% of the monthly payment, not exceeding \$10.

BAD CHECK CHARGE. If you give us a check that is returned unpaid, you will pay a bad check charge in an amount equal to the fee charged by the financial institution returning the check.

LOANS WITH BALLOON FINAL INSTALLMENT. If the final installment on your loan requires a balloon payment, which is a payment not substantially equal to all other periodic payments or installments, you have certain rights under Maine law. We must notify you in writing of the maturity date and the amount due on that date at least 60 days but not more than 180 days prior to the maturity date of the loan. You will have the right to refinance the amount of the final balloon payment in order to fully amortize the remaining amount due on terms then generally offered by us, if you satisfy reasonable credit standards and if the property satisfies reasonable loan to value standards.

SECURITY. You agree to give us a security interest in the real estate as described in the Mortgage/Deed of Trust.

PROPERTY INSURANCE:

A. YOUR OBLIGATION TO INSURE. You shall keep the structures located on the real property securing this loan insured against damage caused by fire and other physical hazards, name us as a loss payee and deliver to us a loss payable endorsement. If insurance covering the real property is cancelled or expires while the loan is outstanding and you do not reinstate the coverage, we may obtain, at our option, hazard insurance coverage protecting our interest in the real property as outlined below.

B. LENDER'S RIGHT TO PLACE HAZARD INSURANCE. You authorize us, at our option, to obtain coverage on the Property in an amount not greater than the outstanding balance of principal and interest on the loan or, if known to be less, the replacement value of the Property, in the event that you fail to maintain the required hazard insurance outlined above or fail to provide adequate proof of its existence. You authorize us to charge you for the costs of this insurance and add the insurance charges to your loan. The Insurance charges will be added to the unpaid balance of the loan which accrues interest at the Contract Rate. The addition of the insurance charges due might increase the amount of your final installment. The cost of Lender placed hazard insurance might be higher than the cost of standard insurance protecting the property. The Lender placed insurance will not insure the contents of the property or provide liability coverage. The insurance might not be the lowest cost coverage of its type available and you agree that we have no obligation to obtain the lowest cost coverage. We or an affiliated company might receive some benefit from the placement of this insurance and you will be charged for the full cost of the premium without reduction for any such benefit. If at any time after we have obtained this insurance, you provide adequate proof that you have subsequently purchased the required coverage, we will cancel the coverage we obtained and credit any unearned premiums to your loan.

APPLICABLE LAW. This loan is governed by the Maine Consumer Credit Code.

NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.



LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

FAILURE TO PAY. If you don't pay on time or fail to keep the insurance required on page one in force, or are in default under the terms of your Mortgage, (1) we will notify you of your right to bring your account up to date, (2) if your account is not brought up to date within 14 days after receipt of the notice of your right to cure, we may sue you for the total amount you owe and (3) if your loan is secured by real estate, you will also pay our reasonable attorney fees. Not to exceed 15% of the unpaid debt after default and referral to an attorney who is not our salaried employee.

EXCHANGE OF INFORMATION. You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. **You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.**

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS. The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

INSURANCE. Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

YOU HAVE RECEIVED A COMPLETE COPY OF THIS AGREEMENT AND THE TRUTH-IN-LENDING DISCLOSURES.

NOTICE TO CONSUMER:

1. Do not sign this agreement before you read it.
2. You are entitled to a copy of this agreement.

BORROWERS:

Rodney J. Eaton (SEAL)

Leannette M. Eaton (SEAL)

WITNESS:

[Signature] (SEAL)



NOTE ALLONGE

This Note Allonge is attached to and made a part of the Note, for the purpose of Noteholder Endorsement to evidence transfer of interest.

Servicer Loan Number:

Original Note Date: 10/19/2001

Original Loan Amount: \$ 162,161.60

Original Lender: Beneficial Maine Inc.

Borrower: Rodney L Eaton & Jeannette M Eaton

Property Address: 1206 Richmond Rd, Litchfield ME 04350

PAY TO THE ORDER OF:

Without recourse:

Citibank, N.A., not in its individual capacity, but solely as trustee for the NRZ Pass-Through Trust VI By Fay Servicing, LLC as Attorney in Fact.

By:  _____

Name: Angela Smith

Title: Assistant Secretary

NOTE ALLONGE

Loan Number:

Borrower Name: Rodney L. Eaton and Jeannette M. Eaton

Original Note Amount: \$162,161.60

Original Note Date: 10/19/2001

Original Lender: Beneficial Maine Inc.

PAY TO THE ORDER OF: Citibank, N.A., not in its individual capacity, but solely as trustee of NRZ Pass-Through Trust VI

Without Recourse,

Beneficial Maine Inc. by Fay Servicing, LLC it's Attorney-in-Fact

By: _____

Printed Name: Sean Hunt

Title: Vice President